

TOWN OF HINGHAM
PROJECTS ENGINEER'S OFFICE
DEPARTMENT OF PUBLIC WORKS BUILDING
25 Bare Cove Park Drive
HINGHAM, MA 02043

Bid For:
TOWN OF HINGHAM MASSACHUSETTS



Dept. of
HINGHAM PROJECTS ENGINEER
"CONSTRUCTION SERVICES"

Granite Curbing "Materials Only"

Bid #CURB10

All bids must be received in the Office of the HDPW no later than the date and time listed on the enclosed proposal.

Name and Address of Bidder

Opening Date: June 7th 2010 at 2:00 pm

PLEASE CLIP-OUT THIS PORTION, ATTACH YOUR RETURN ADDRESS MAILING LABEL AT TOP, AND THEN AFFIX THIS TO YOUR MAILING ENVELOPE AS AN ADDRESS LABEL-THANK YOU

Bid package fee: \$25.00

Title Page

TOWN OF HINGHAM



Department of Public Works

Invitation for Bid

Granite Curbing "Materials Only"

Bid # CURB10

Opening Date: June 7th 2010

DELIVERY NOTICE

THIS INQUIRY MUST BE DELIVERED TO THE HDPW OFFICE BY 2:00 PM. ON THE OPENING DATE LISTED ABOVE, TO BE READ AT 2:00 PM, E.S.T., IN THE HDPW.

IN ACCORDANCE WITH ALL APPLICABLE M.G.L.

BID VALID THRU December 31st 2010

(SEE ATTACHED SPECIFICATION FOR ADDITIONAL DETAIL)

Please check the appropriate box:

☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated

Include either ☐ Social Security or ☐ Federal Tax Identification Number: _____

Name of Firm:	
FID or S.S.#	
Address:	

E-mail address
Phone:
Fax:
Print name of Signatory Authorizing Contract:

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1. INVITATION TO BID

The Town of Hingham Massachusetts will accept sealed bids for the supply of Granite Curbing in various sizes "**Materials Only**" for Town Infrastructure. Specifically to be used as for sidewalk construction. Estimated value of contract is \$60,000.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Section 26 and 27D inclusive.

Bid #CURB 10
Town of Hingham, Massachusetts
HDPW
25 Bare Cove Park Drive
Hingham, MA 02043
Attn: Projects Engineer

All bids must be received no later than June 7th 2010 at 2:00 PM. No late bids or telephone bids will be accepted. Bid documents and specifications may be obtained by visiting www.hingham-ma.gov, or by contacting the Projects Engineers Office at the Town of Hingham at the HDPW Building, 25 Bare Cove Park Drive, Hingham, MA 02063, at 781 804 2305. **All bid questions must be submitted in writing to fernandesr@hingham-ma.com. All bids must be made on the bid forms supplied, and the bid proposal forms must be fully completed when submitted, including any signed addendums that may be issued. Any prospective bidder obtaining informal bid packages from the Town of Hingham website must notify the Town and provided there contact information in order to receive addendums and notices. It is the sole responsibility of the bidder to assure that the bidder's information has been received and recorded. An on-line downloaded Bid Spec is unofficial. If the downloaded document is used to submit a bid then you must submit your contact information to Carol Costello at 781 804-2306 and/or costello@hingham-ma.com and Roger Fernandes fernandesr@hingham-ma.com in order to be added to the bidders list.**

2. NOTICE TO PROSPECTIVE BIDDER

Enclosed is an invitation for bid issued by the Projects Engineer. Please read all enclosed instructions and specifications carefully.

In order for your submission to be considered eligible, you must complete the following:

- The proposal must be properly completed (in ink or typewriter);
- Be signed by an authorized contracting agent of your company;
- Filed with the "HINGHAM DEPARTMENT OF PUBLIC WORKS, 25 Bare Cove Park Drive HINGHAM, MA 02043", at the time indicated on the Proposal Cover Sheet; Contain certain required paperwork. We have enclosed the following checklist to assist you in your submission. Any forms or documents that have

been **R**-“*Required*” marked must be completed and returned with your bid package or your bid may be rejected: Any forms or documents in the check list that have been **U**-“*Upon Award*” marked will be required upon award notice prior to entering into contract: Any forms or documents in the check list that have been **NR**-“*Not Required*” marked will be required upon award notice prior to entering into contract:

BID CHECKLIST	
R	Bid Envelope
R	Bid Security (When Required, Bid Bond For Amount Indicated On Requirements Of Bidders, Must Be Submitted With Bid Proposal.)
R	Proposal Cover
R	Non-Refundable \$25.00 Bid Package Fee
NR	Massachusetts Department Of Transportation (MassDot) Prequalification
NR	A PERFORMANCE BOND FOR LABOR AND MATERIALS (Required Upon Award Notice)
NR	PAYMENT BOND (Required Upon Award Notice)
NR	CERTIFICATE OF INSURANCE LIABILITY (Required Upon Award Notice)
R	Articles Of Agreement (Signature Sheet Must Be Signed)
R	Technical Specifications
NR	Affidavit Of Contractor
R	Contractors Certification Of Compliance
R	Statement Of Affiliations
NR	Prevailing Wage Law/Schedule
R	Tax Compliance:
R	Out Of State Bidders:
R	Record Keeping:
R	Certificate As To A Corporate Bidder
NR	Contractors Certification For Equal Employment Opportunity

3. REQUIREMENTS OF BIDDERS (FOR ALL MATERIALS, SUPPLIES, SERVICES AND EQUIPMENT)

Pursuant to the Commonwealth of Massachusetts, General Laws, and the General By-Laws of the Town of Hingham, Massachusetts, any vendor entering into a contract with the Town of Hingham is required to certify certain facts and supply the Town with necessary documentation. If the Board of Selectmen determines that the vendor or contractor is not in compliance the Town may refuse to issue, reissue, renew or extend such contract or agreement.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

1. **Contractors Certification of Compliance:**
All companies submitting bids materials and services must submit a Contractors Statement of Compliance, as contained in the bid package. The Certification must be included as part of the bid proposal.
2. **Contractors Certification for Equal Employment Opportunity:**
All companies submitting bids for services must submit a Contractor Certification for Equal Opportunity Employment, as adopted by the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program. The Certification is included in, and should be returned, as part of each bid proposal. Each successful bidder will be required to supply the Town of Hingham with the necessary information, guaranteeing Contractor Compliance with Minority Hiring within ten days from the award of the bid.
3. **Certificate as to a Corporate Bidder:**
All bids submitted for all materials and services must contain a Certificate as to being a Corporate Bidder, as contained within the bid specifications and are required as part of the bid proposal.
6. **Record Keeping:**
The Contractor shall make, and keep, at least six (6) years after final payment, books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Contractor, and until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Contractor or of his/her Subcontractors that directly pertain to, and involve transactions relating to the Contractor of his/her Subcontractors.
All record keeping shall be in full compliance with the Massachusetts General Law, Chapter 30, Section 39R.
7. **Out of State Bidders:**
Bidders having their place of business outside the Commonwealth of Massachusetts are considered a "Foreign Corporation", as defined in M.G.L., Chapter 181. Each "Out of State" bidder shall furnish with his/her bid, certification from the Secretary of State verifying qualification to do business in the Commonwealth, in accordance with M.G.L., Chapter 30, Section 39L.
8. **Tax Compliance:**
Any company contracting with a municipality must certify that they have complied with all Tax Laws of the Commonwealth of Massachusetts, as provided with the Massachusetts General Laws, Chapter 62C, Section 49A.

4. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the Town of Hingham, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of

every name not described, including attorneys' fees and disbursements, brought against the Town of Hingham which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Any damages found by the Town of Hingham to be the direct result of the Contractor's performance under this contract will be the responsibility of the Contractor.

5. INTRODUCTION SCOPE OF CONTRACT /PROJECT DESCRIPTION

The Town of Hingham, Massachusetts, herein called the Owner, acting by and through its Department of Public Works, will receive sealed Bids for furnishing and delivering materials- Granite Curb- for various locations within the Town. Address bids to the Projects Engineer, Department of Public Works, 25 Bare Cove Park Drive, Hingham, MA 02043, for furnishing and delivering materials only for various locations. Bids will be received at the Office of the Project Engineer as specified in the invitation for Bids at which time and place bids will be publicly opened and read aloud. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.

The intent of this bid is to have available to Hingham DPW the appropriate supplier who will supply the material necessary to perform the work in accordance with specifications contained herein.

The Contractor shall supply materials and include in his cost delivery "Pay Items". All other costs will be considered overhead and should be included as part of this bid. It shall also include all incidental work necessary or customarily done for the completion of that item. The work will be paid for under the unit item listed in the bid sheet on a "Per Unit Bases".

6. TERM OF THE CONTRACT

The Town of Hingham is soliciting pricing for periods indicated. This will be an annual contract starting the day the contract is signed. The town reserves the right to award this contract for a term of either one (1) year or when mutually agreed upon with the contractor-it may be extend up to two (2) more years, on year to year bases at the same bid prices. The bidder will receive a notice requesting an extension at that time. A year is defined as January 1st to December 31st.

7. METHOD OF AWARD

Town of Hingham will award a contract to the **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the GRAND TOTAL BID. Bidder must meet the terms of the specifications. Bid Prices Per Unit Will Include All Labor, Equipment, Material, Administration and Overhead.**

NOTE: IN THE EVENT OF MATHEMATICAL ERRORS ON EXTENSIONS OF UNIT PRICES TO TOTAL COSTS, UNIT PRICES WILL PREVAIL.

It is understood that all contingent quantities shown on the Proposal may be increased or decreased without limitations to the extent ordered by the Projects Engineer or his Representative, and payment for these items, in any quantity, will be made at unit prices bid. If the Town considers other sections to be unbalanced all bids may be rejected.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bids. If the bidder withdraws their bid after the opening they will surrender the Bid Bond to the Town of Hingham. The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

All Unit Prices (items), for which a bid price has been requested, must be provided for each or your bid may be rejected. The Town of Hingham reserves the right to terminate this contract at any time, or for any reason deemed in the best interest of the Town. A calendar year shall be defined as January 1st, thru December 29th.

8. BRAND REFERENCE

A reference to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach catalog sheets listing the specifications for any alternate bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the product will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Town of Hingham.

9. BILLING ADDRESS

The Town of Hingham Department of Public Works
25 Bare Cove Park Drive
Hingham, Ma. 02043
Telephone (781) 741-1430
FAX (781) 741-1432.

"Or Equal"

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Owner, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility.

When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor shall clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the Owner and the installation of the article shall not proceed without first obtaining said approval.

10. SPECIFICATIONS

Material shall meet the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges 1995 Edition" section M9.

11. PAY ITEM- PER-LINEAR FOOT

Measurement

Measurement shall be per linear foot delivered "including freight" for loads 400 linear feet or more. Any loads less than 400 feet will be charged a reasonable incremental rate for delivery "freight". One foot will be considered one unit.

12. WARRANTY

The supplier warrants to the Owner that all materials furnished under this Contract will be new and of recent manufacture unless otherwise permitted in writing by the Owner and that all material will be of good quality, free from faults and defects and in conformance with the Contract and Industry Standards. All material not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and, promptly after written notification of non-conformance, shall be repaired or replaced by the supplier with material conforming to such requirements at the suppliers expense. If required by the Owner, the supplier shall furnish satisfactory evidence as to the kind and quality of materials. The contractor will warranty all aspects of the material for one (1) year. Any remedial work or repairs will be under warranty for an additional year from the date the remedial work or repair was completed.

13. QUESTIONS MAY BE DIRECTED TO:

Town of Hingham
Roger Fernandes Projects Engineer
25 Bare Cove Park Drive
Hingham, MA 02063
(781) 804-2305

Subsequent to the award notice and prior to commencement of work, a compulsory contract agreement between the Town of Hingham and the awarded will be signed ratifying contract.



Town of Hingham
Bid Solicitation No. CURV10

REGULAR CONTRACT (January 2009-December 2010)

Item Number	Item	Unit	Estimated Quantity	Item Unit Bid Price	Item Total (Estimated Qty x Unit Price)
	6" x 18"				
I	Straight	Ln.Ft	1200		
II	Cut to Length	Ln.Ft	100		
III	Radius 10' or Greater	Ln.Ft	200		
IV	Radius 4' to 9'	Ln.Ft	150		
V	Radius less than 4'	Ln.Ft	100		
VI	Straight Transition	Ln.Ft	50		
VII	Radius Transition 10' or Greater	Ln.Ft	50		
VIII	Radius "Transition 4' to 9'	Ln.Ft	50		
IX	Radius Transition less than 4'	Ln.Ft	50		
	5" x 16"				
I	Straight	Ln.Ft	1200		
II	Cut to Length	Ln.Ft	100		
III	Radius 10' or Greater	Ln.Ft	200		
IV	Radius 4' to 9'	Ln.Ft	150		
V	Radius less than 4'	Ln.Ft	100		
VI	Straight Transition	Ln.Ft	50		
VII	Radius Transition 10' or Greater	Ln.Ft	50		
VIII	Radius "Transition 4' to 9'	Ln.Ft	50		
IX	Radius Transition less than 4'	Ln.Ft	50		

Grand Total:

Hand Written Total:

Item Total:

- Multiply the Estimated Quantity by the Unit Bid Price for each bid item.

Grand Total:

- Sum of all the Item Totals

14. CONTRACT SIGNATURE AND DATES

The terms of this contract have been read and fully understood by the person whose signature appears below. The parties agree to comply with the terms and conditions set forth on the preceding pages along with any addenda that may be issued.

(Please provide 3 copies of bid package with your submission)

Bid Submitted by (Company Name):

Signature of Authorized Representative

Date

Title

Print Name

Address

City/Town State Zip

Phone Number

CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature

Date

Company Name

Print Name & Title

CERTIFICATE OF BENEFICIAL INTEREST

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group, or group of individuals.

A disclosure statement shall also be made in writing, signed under the penalties of perjury by the bidder giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the deputy of capital planning and operation.

(Date)

(Signature)

(Printed name of person signing bid or proposal)

(Name of business)

(Business address)

(Business telephone number)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for

(print name of contractor)

Certifies under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, including child support.

Contractor:

By: _____
(Signature of authorized representative)

(Title)

Date: _____

FEID#: _____

NAME OF PROJECT AND BID ITEM #

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE AND EQUAL EMPLOYMENT
OPPORTUNITY**

A contractor will not be eligible for a bid award by the Town of Hingham unless such contractor has submitted the following certification, which is deemed a part of the bid. Failure to do so will result in an incomplete bid and make it unacceptable.

CONTRACTOR'S CERTIFICATION

_____ certifies that:
NAME OF FIRM

1. it intends to use the methods of construction, equipment and manpower, as specified by the Town of Hingham, within its bid specifications.
2. will comply with all specifications for materials contained within the the documents.
3. will comply with the minority manpower ratios and specific affirmative action steps contained herein; and
4. will obtain from each of its subcontractors and submit to the Town of Hingham, Department of Public Works, prior to the award of any subcontract under this contract, a subcontractor certification required by these bid conditions.
5. it intends to conform to various provisions relating to wages and employment conditions, including the payment of the Prevailing Wage Rates, as established by the Commonwealth of Massachusetts, Department of Labor and Industries and Workers Compensation Coverage, as identified in the Massachusetts General Laws, Chapter 149, Sections 26 and 27.

COMPANY NAME: _____

NAME/TITLE: _____
(Signature and title of authorized representative)

ADDRESS: _____

TELEPHONE#: _____ **DATE:** _____

TELEPHONE#: _____ **DATE:** _____

REQUIRED CERTIFICATION FOR BIDS AND PROPOSALS

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following by signing this page in the space indicated below:

- (1) "The undersigned certifies under the penalties of perjury that his bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word, "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity."
- (2) "Pursuant to M.G.L. C 62C, section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law".

SOCIAL SECURITY NUMBER, OR FEDERAL I.D. NUMBER OF BIDDER: _____

VENDOR INFORMATION

COMPANY: _____

MAILING ADDRESS: _____

AUTHORIZED AGENT: _____

(Signature)

(Printed Name)

TITLE: _____

TELEPHONE#: _____

DATE OF BID: _____

Have you ever failed to complete the term of a contract issued you by a municipal or other governmental body?

Yes _____ No _____

If yes, explain: _____

TELEPHONE# _____

DATE _____

NAME OF PROJECT AND BID ITEM #

CERTIFICATE AS TO CORPORATE BIDDER

TITLE: _____

DATE: _____

1. _____ certify that I am the _____
of the corporation named as Bidder in the Bid Form, and that _____
who signed the Bid Form on behalf of the bidder was then the _____
of said corporation and that I know this signature, that his signature thereto is
genuine and that the Bid Form was duly signed, sealed, and executed for and in
behalf of said corporation by authority of its governing body.

Corporate Seal

Firm

By

Date